

APPENDIX OKLAHOMA ALTERNATIVE REGULATION TRANSITION PLAN

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APPENDIX OKLAHOMA ALTERNATIVE REGULATION TRANSITION PLAN**1. TRANSITION PLAN**

- 1.1 As used herein, **SBC-OK** means the SBC affiliate ILEC doing business in Oklahoma.
- 1.2 **SBC-OK** will provide to competitive local exchange carrier(s) (CLEC) certain items as set out in the Oklahoma Alternative Regulation Transition Plan (“Transition Plan” or “Plan”), Docket PUD 99-613, including certain carrier-to-carrier promotions and discounts for Unbundled Network Elements (UNEs) to be used by CLEC to provision local service to end user customers in accordance with the terms and conditions described in the Plan. In order to qualify for such promotions or discounts, CLEC must have provisions in the Agreement containing the terms and conditions for provision of such services or unbundled elements.
- 1.3 The Parties agree to abide by and incorporate by reference into this Appendix the Oklahoma Alternative Regulation Transition Plan, which is attached hereto as Attachment A.
- 1.4 This Appendix terminates the earlier of (1) the date this Agreement itself terminates, without reference to this Appendix, or (2) the date **SBC-OK**'s obligations cease under the Transition Plan.

2. DEFINED TERMS; DATES OF REFERENCE

- 2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the Transition Plan.
- 2.2 For purposes of calculating the intervals set forth in the Transition Plan concerning carrier-to-carrier promotions:
- 2.2.1 the Promotional Window, as described in the Plan, begins on June 15, 2000.
- 2.3 "Transition Plan" or "Plan" means the Oklahoma Alternative Regulation Transition Plan, Docket PUD 99-613, attached hereto as Attachment A.
- 2.4 Promotional Discounts mean those discounts specifically identified in the Transition Plan.

3. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL PORTS AND PORT FEATURES

- 3.1 **SBC-OK** will provide CLEC access to unbundled Analog DID Trunk Port(s) and DS1 Trunk Port(s) for use by CLEC in providing local service to customers at the rates and on the terms and conditions set forth in the Transition Plan for the period specified in the Plan. Promotional Discounts are also available for Personalized Ring and Hunting Arrangement in association with the purchase of an unbundled port.
- 3.2 Unless **SBC-OK** receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Port and port features provided with the Promotional Discount or to convert such service to an available alternative service provided by **SBC-OK**, then upon expiration of the Promotional Discount for any unbundled Local Port and port features, the port features shall automatically convert to an appropriate **SBC-OK** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively to the date of expiration of the Promotional Discount. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

4. **PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS AND LOOP CROSS CONNECTS**

- 4.1 **SBC-OK** will provide CLEC access to unbundled 2-Wire Analog Loop(s), 2-Wire Digital Loop(s), 4-Wire Digital Loop(s) and the appropriate Cross Connect for use by CLEC in providing local service to end user customers at the rates and on the terms and conditions set forth in the Transition Plan for the period specified therein.
- 4.2 Unless **SBC-OK** receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop and Cross Connect provided with the Promotional Discount or to convert such service to an available alternative service provided by **SBC-OK**, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert to an appropriate **SBC-OK** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix. Where there are no terms for such offering in the Agreement without reference to this Appendix, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively to the date of the expiration of the Promotional Discount. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

5. PROMOTIONAL DISCOUNTS ON UNBUNDLED DS1 INTEROFFICE TRANSPORT

- 5.1 **SBC-OK** will provide CLEC access to unbundled DS1 Interoffice Transport for use by CLEC in providing local service to customers at the rates and on the terms and conditions set forth in the Transition Plan for the period specified therein.
- 5.2 Unless **SBC-OK** receives thirty (30) days advance written notice with instructions to terminate the unbundled DS1 Interoffice Transport provided with the Promotional Discount or to convert such service to an available alternative service provided by **SBC-OK**, then upon expiration of the Promotional Discount for any DS1 Interoffice Transport, the transport shall automatically convert to an appropriate **SBC-OK** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix. Where there are no terms for such offering in the Agreement without reference to this Appendix, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

6. PROMOTIONAL UNE PLATFORM

- 6.1 **SBC-OK** will provide to CLEC, at the rates, terms and conditions and for the period of time contained in the Transition Plan, promotional end-to-end combinations of UNEs (the “promotional UNE platform”) to enable CLEC to provide POTS service. The promotional UNE platform may be used to provide exchange access services in combination with these services. For purposes of this Paragraph, the promotional UNE platform is a combination of all network elements offered by **SBC-OK** that are used to provide residential or business POTS service. When **SBC-OK** provides the promotional UNE platform for a reconfiguration of existing POTs to a UNE assembly, CLEC will pay a sum equal to the total of the charges (both recurring and nonrecurring) for each individual UNE and cross connect. Where a new assembly of elements is required, CLEC will also pay the “Glue Charge” described in Attachment A, A.7, to compensate **SBC-OK** for combining such elements on CLEC's behalf. Provision of the promotional UNE platform is subject to compliance with the provisions of the Transition Plan.

7. PROMOTIONAL DISCOUNTS ON SERVICE ORDER CHARGES

- 7.1 **SBC-OK** will provide CLEC with Promotional Discount rates for Service Order Charges associated with manually handled service orders placed within the Promotional Period.

- 7.2 If the CLEC does not qualify for the promotional UNE Service Order Charges, or if the promotional discount is no longer available for any reason, CLEC's payment for the Service Order Charges associated with UNE orders shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. Should such provisions not be contained in the Agreement without reference to this Appendix, **SBC-OK**'s billing and CLEC's payment will be at a generic price. The Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply on a going forward basis. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

8. PROMOTIONAL NON-RECURRING CHARGE BILLING ARRANGEMENT FOR NEW RESIDENTIAL SERVICE

- 8.1 If specifically requested on each CLEC-submitted residential UNE service order for initial installation of service during the Promotional Window, **SBC-OK** will provide to CLEC a Promotional Billing Arrangement for the non-recurring charges for the initial installation of the UNE residence service. SBC-OK will bill the CLEC fifty percent (50%) of the non-recurring charge for the initial installation of residence service and bill the residual fifty percent (50%) seven (7) months later, unless the CLEC provides written documentation to SBC-OK to demonstrate that this customer is no longer receiving continuous telecommunications services from that CLEC. 8.2 If the CLEC does not qualify for the promotional Billing Arrangement, or if the promotional discount is no longer available for any reason, CLEC's payment for the non-recurring charges associated with UNE orders shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix.

9. CONFLICTING CONDITIONS

- 9.1 If the Transition Plan, as described in this Appendix, contains offerings which are similar to the conditions imposed by the FCC upon **SBC-OK** in connection with the SBC/Ameritech merger, CLEC shall have the right to invoke the relevant terms of the Transition Plan in this Appendix regardless of whether CLEC has already invoked the substantially similar conditions imposed by the FCC SBC/Ameritech Merger Conditions. CLEC is entitled to select either the Merger Condition Promotional Discounts or the Transition Plan Promotional Discounts on each local service order initiated by CLEC.
- 9.2 Promotional pricing provided within this Appendix may not be applied in addition to (e.g., "stacked with") **any other promotion(s)**, including the Promotional Discounts

offered under the FCC SBC/Ameritech Merger Conditions for any single service, UNE, or combination of UNEs. If this Appendix is adopted as an amendment to the Oklahoma 271 Agreement (O2A), CLEC may obtain the UNE pricing described in Exhibit 1 to O2A Appendix Pricing – UNE in addition to Transition Plan Promotional Discounts, are subject to the terms and conditions of this section.

10. SUSPENSION OR TERMINATION OF CONDITIONS

- 10.1 If the Transition Plan or any of the provisions of the Transition Plan which have been incorporated herein by reference are overturned, amended or modified, as a result of any order or finding by the Commission, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by CLEC or provisioned by **SBC-OK** after the date of such termination or order or finding. Thereafter, **SBC-OK**'s continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the Commission, modifies, adds or deletes any promotional offerings set forth herein, the Parties agree that the Commission's final order shall control and shall take precedence over the Transition Plan terms and conditions set forth herein.